

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

LORIE DUFF

Plaintiff,

v.

FRONTIER AIRLINES, INC., et al.

Defendants.

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CASE NO. 4:20-cv-03430

DEFENDANTS' CROSS-CLAIMS AGAINST UNIFI/DAL GLOBAL SERVICES, LLC

TO THE HONORABLE JUDGE BENNETT:

Pursuant to Federal Rule of Civil Procedure 13(g), Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., serves the following Cross-Claims against UNIFI/DAL GLOBAL SERVICES, LLC.

**AS AND FOR A FIRST CROSS CLAIM AGAINST
DEFENDANT UNIFI/DAL GLOBAL SERVICES, LLC**

Upon information and belief, as set forth in Plaintiff's First Amended Complaint, Plaintiff alleged that she sustained personal injuries. Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., deny the allegation of the Complaint. However, should the allegations contained therein be found to be true, the damages sustained by Plaintiff were caused in whole or in part by the negligence, carelessness, recklessness and/or wrongdoing of co-Defendant, UNIFI/DAL Global Services, LLC ("UNIFI").

That if the Plaintiff was caused to sustain damages through any fault other than her own, then such damages were caused by the negligence of the co-Defendant, UNIFI and if the Plaintiff should obtain a judgment, then the co-Defendant, UNIFI, shall be liable over, in whole or in part, to Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., for the amount of such judgment.

AS AND FOR A SECOND CROSS CLAIM AGAINST

DEFENDANT UNIFI/DAL GLOBAL SERVICES, LLC

If the Plaintiff recovers from Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., after a trial, then Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., will seek a cross-claim for contractual and/or common law indemnification for any and all amounts which Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., may have to pay, or in the alternative, contribution towards any and all amounts Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., have judgment over and against co-Defendants, UNIFI together with the costs, expenses and disbursements incurred in the defense of this action, including attorneys' fees.

**AS AND FOR A THIRD CROSS CLAIM AGAINST
DEFENDANT UNIFI/DAL GLOBAL SERVICES, LLC**

It is alleged in the Complaint that damages sustained by the Plaintiff were the result of the negligence of the Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc. and UNIFI. Defendants beg leave to refer to the Complaint at the trial. If the Plaintiff was caused to sustain damages, as alleged in the Complaint and Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., are also found negligent, Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., will be entitled to indemnification, in whole or in part, by reason of the co-Defendant, UNIFI's culpable conduct, for the portion of damages which were caused by its negligence, together with attorney's fees, costs and disbursement of this Defendant.

**AS AND FOR A FOURTH CROSS CLAIM AGAINST
DEFENDANT UNIFI/DAL GLOBAL SERVICES, LLC**

If the Plaintiff was caused damages as alleged in the Complaint through any acts other than the Plaintiff's own negligence, carelessness, any recklessness, said damages were sustained due to the breach of lease/contract, warranty by the above-named co-Defendants, UNIFI, by their agents, servants, and or employees.

Further, if Plaintiff should recover judgment against the answering Defendants, then the above-named co-Defendants, UNIFI, shall be liable to the answering Defendants on the basis of apportionment of responsibility for the alleged occurrence, and the answering Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., are entitled to contribution from and judgment over and against the above-named co-Defendants, UNIFI, for all or part of any verdict or judgment, which Plaintiff may recover in such amounts as a jury or Court may direct.

Or, if Plaintiff should recover judgment against the answering Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., then the above-named co-defendant, UNIFI shall be liable to the answering Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., because of the breach and for the alleged occurrence and the answering Defendants, Frontier Airlines, Inc. and ABM Aviation, Inc., is hereby entitled to indemnification from any judgment over and against the above named co-Defendants, UNIFI, for all or part of any verdict or judgment which Plaintiff may recover in such amounts as a jury or a Court may direct.

That by reason of the action, said answering defendant has been or will be put to costs and expenses, including attorneys' fees.

Respectfully submitted,

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**COUNSEL FOR DEFENDANT FRONTIER
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Cross-Claims were served via CM/ECF on all parties and attorneys of record on December 15, 2021:

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